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FILED

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RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND

E-Filing**C13-4733**

14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

NC

16 Julie Benson,

17 Plaintiff,

18 vs.

19 Transworld Systems Inc.; and DOES 1-10,
 20 inclusive,

21 Defendants.

Case No.:

ADR

COMPLAINT FOR DAMAGES
1. VIOLATION OF FAIR DEBT
COLLECTION PRACTICES ACT,
15 U.S.C. § 1692 ET. SEQ;
2. VIOLATION OF FAIR DEBT
COLLECTION PRACTICES ACT,
CAL.CIV.CODE § 1788 ET. SEQ.
VIOLATIONS OF THE
TELEPHONE CONSUMER
PROTECTION ACT -
47 U.S.C. § 227, ET SEQ

JURY TRIAL DEMANDED**BY FAX**

1 For this Complaint, the Plaintiff, Julie Benson, by undersigned counsel, states
2 as follows:

3
4 **JURISDICTION**

5 1. This action arises out of Defendants' repeated violations of the Fair Debt
6 Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA"), the Telephone
7 Consumer Protection Act, 47 U.S.C. § 227, *et seq.* ("TCPA") and the invasions of
8 Plaintiff's personal privacy by the Defendants and its agents in their illegal efforts to
9 collect a consumer debt.
10

11 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.

12 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that
13 Defendants transact business here and a substantial portion of the acts giving rise to
14 this action occurred here.
15
16

17 **PARTIES**

18 4. The Plaintiff, Julie Benson (hereafter "Plaintiff"), is an adult individual
19 residing at Ruskin, Florida, and is a "consumer" as the term is defined by 15 U.S.C. §
20 1692a(3).
21

22 5. Defendant Transworld Systems, Inc. ("TSI"), is a California business
23 entity with an address of 2235 Mercury Way, Suite 275, Santa Rosa, California
24 95407, operating as a collection agency, and is a "debt collector" as the term is
25 defined by 15 U.S.C. § 1692a(6).
26
27
28

1 6. Does 1-10 (the "Collectors") are individual collectors employed by TSI
2 and whose identities are currently unknown to the Plaintiff. One or more of the
3 Collectors may be joined as parties once their identities are disclosed through
4 discovery.
5

6 7. TSI at all times acted by and through one or more of the Collectors.
7

8 **ALLEGATIONS APPLICABLE TO ALL COUNTS**

9 **A. The Debt**

10 8. The Plaintiff allegedly incurred a financial obligation (the "Debt") to an
11 original creditor (the "Creditor").
12

13 9. The Debt arose from services provided by the Creditor which were
14 primarily for family, personal or household purposes and which meets the definition
15 of a "debt" under 15 U.S.C. § 1692a(5).
16

17 10. The Debt was purchased, assigned or transferred to TSI for collection, or
18 TSI was employed by the Creditor to collect the Debt.
19

20 11. TSI attempted to collect the Debt and, as such, engaged in
21 "communications" as defined in 15 U.S.C. § 1692a(2).
22

23 **B. The Facts**

24 12. Within the last year, TSI began contacting Plaintiff by placing calls to her
25 residential and cellular telephones in an attempt to collect the Debt.
26
27
28

1 13. During the initial conversation, TSI failed to advise Plaintiff that the call
2 was an attempt to collect the Debt.

3
4 14. During the initial conversation and during several subsequent
5 conversations, Plaintiff acknowledged that TSI was calling the correct person, but TSI
6 would not identify itself or the nature of the call unless Plaintiff first provided her
7 current address.
8

9 15. During each of the calls, Plaintiff repeatedly stated her unwillingness to
10 provide her address until such time as TSI identified itself and informed Plaintiff of
11 the nature of the Debt and the name of the Creditor.
12

13 16. Each call resulted in a stand-off of sorts, with Plaintiff refusing to
14 provide her address and TSI refusing to provide information regarding the nature of
15 the Debt. Annoyed, Plaintiff requested during the calls that TSI cease calling.
16

17 17. Knowing that Plaintiff did not want to be calls and was unwilling to
18 provide her address until such time as the nature of the debt was disclosed, TSI
19 nonetheless continued a calling campaign to Plaintiff. TSI continued to call Plaintiff at
20 an annoying and harassing rate, placing almost daily calls to her to her home and
21 cellular telephone.
22

23
24 18. Plaintiff attempted to contact TSI's CEO, to complain of the harassing
25 calls. During her attempt, Plaintiff was put on hold for seventeen minutes and TSI
26 terminated the call.
27
28

1 19. Plaintiff was never able to converse with the CEO, but the calls from TSI
2 continued.

3
4 20. TSI failed to send Plaintiff written validation of the Debt, including
5 notice of Plaintiff's rights under federal law.

6
7 **COUNT I**
8 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**
9 **15 U.S.C. § 1692, et seq.**

10 21. The Plaintiff incorporates by reference all of the above paragraphs of this
11 Complaint as though fully stated herein.

12 22. The Defendants engaged in behavior the natural consequence of which
13 was to harass, oppress, or abuse the Plaintiff in connection with the collection of a
14 debt, in violation of 15 U.S.C. § 1692d.

15
16 23. The Defendants caused a phone to ring repeatedly and engaged the
17 Plaintiff in telephone conversations, with the intent to annoy and harass, in violation
18 of 15 U.S.C. § 1692d(5).

19
20 24. The Defendants placed calls to the Plaintiff without disclosing the
21 identity of the debt collection agency, in violation of 15 U.S.C. § 1692d(6).

22
23 25. The Defendants failed to inform the consumer that the communication
24 was an attempt to collect a debt, in violation of 15 U.S.C. § 1692e(11).

25
26 26. The Defendants used unfair and unconscionable means to collect a debt,
27 in violation of 15 U.S.C. § 1692f.

1 27. The Defendants failed to send Plaintiff an initial letter within five days of
2 its initial contact with Plaintiff as required by law, in violation of 15 U.S.C. §
3 1692g(a).
4

5 28. The foregoing acts and omissions of the Defendants constitute numerous
6 and multiple violations of the FDCPA, including every one of the above-cited
7 provisions.
8

9 29. The Plaintiff is entitled to damages as a result of the Defendants'
10 violations.
11

12 **COUNT II**
13 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION**
14 **PRACTICES ACT, Cal. Civ. Code § 1788 *et seq.***

15 30. The Plaintiff incorporates by reference all of the above paragraphs of this
16 Complaint as though fully stated herein.

17 31. The Rosenthal Fair Debt Collection Practices Act, California Civil Code
18 section 1788 *et seq.* ("Rosenthal Act") prohibits unfair and deceptive acts and
19 practices in the collection of consumer debts.
20

21 32. Transworld Systems Inc., in the regular course of business, engages in
22 debt collection and is a "debt collector" as defined by Cal. Civ. Code § 1788.2(c).
23

24 33. The Defendants did not disclose the identity of the debt collection agency
25 when communicating with the Plaintiff, in violation of Cal. Civ. Code § 1788.11(b).
26
27
28

1 41. TSI placed automated calls to Plaintiff without prior express consent, and
2 continued to place calls to Plaintiff after being advised that she did not wish to receive
3 calls from TSI in violation of 47 U.S.C. § 227(b)(1)(A).
4

5 42. After being advised by Plaintiff to stop calling, TSI continued to place
6 automated calls Plaintiff knowing that it lacked consent to call her cellular number. As
7 such, each call placed to Plaintiff on her cellular telephone was made in knowing
8 and/or willful violation of the TCPA, and should therefore be subject to treble
9 damages pursuant to 47 U.S.C. § 227(b)(3)(C).
10

11 43. The telephone number called by TSI was assigned to a cellular telephone
12 service for which Plaintiff incurs charges for incoming calls pursuant to 47 U.S.C. §
13 227(b)(1).
14

15 44. TSI's telephone equipment which has the capacity to store or produce
16 telephone numbers to be called, using a random or sequential number generator, and
17 to dial such numbers.
18

19 45. The calls from TSI to Plaintiff were not placed for "emergency purposes"
20 as defined by 47 U.S.C. § 227(b)(1)(A)(i).
21

22 46. The foregoing acts and omissions of the Defendants constitute numerous
23 and multiple violations of the Telephone Consumer Protection Act, including every
24 one of the above-cited provisions.
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1 47. The Plaintiff is entitled to damages as a result of the Defendants'
2 violations.
3

4 **PRAYER FOR RELIEF**

5 WHEREFORE, the Plaintiff prays that judgment be entered against the
6 Defendants:

7 A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against the
8 Defendants;
9

10 B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A)
11 against the Defendants;
12

13 C. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C.
14 § 1692k(a)(3) against the Defendants;
15

16 D. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);

17 E. Statutory damages of \$1,000.00 for knowingly and willfully committing
18 violations pursuant to Cal. Civ. Code § 1788.30(b);
19

20 F. Statutory damages pursuant to 47 U.S.C. § 227(b)(3)(B) & (C);

21 G. Actual damages from the Defendants for the all damages including
22 emotional distress suffered as a result of the intentional, reckless, and/or
23 negligent FDCPA violations in an amount to be determined at trial for
24 the Plaintiff;
25

26 H. Punitive damages; and
27
28

1 34. The Defendants caused a telephone to ring repeatedly and engaged the
2 Plaintiff in continuous conversations with an intent to annoy the Plaintiff, in violation
3 of Cal. Civ. Code § 1788.11(d).
4

5 35. The Defendants communicated with the Plaintiff with such frequency as
6 to be considered harassment, in violation of Cal. Civ. Code § 1788.11(e).
7

8 36. The Defendants failed to comply with the provisions of 15 U.S.C. §
9 1692, *et seq.*, in violation of Cal. Civ. Code § 1788.13(e).
10

11 37. The Defendants did not comply with the provisions of Title 15, Section
12 1692 of the United States Code, in violation of Cal. Civ. Code § 1788.17.

13 38. The Plaintiff is entitled to damages as a result of the Defendants'
14 violations.
15

16 **COUNT III**
17 **VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT –**
18 **47 U.S.C. § 227, *et seq.***

19 39. The Plaintiff incorporates by reference all of the above paragraphs of this
20 Complaint as though fully stated herein.

21 40. At all times mentioned herein, TSI's calls to Plaintiff on her cellular
22 telephone were made using an automated telephone dialing system ("ATDS") and/or
23 by using an artificial or pre-recorded voice ("automated calls").
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I. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

DATED: October 10, 2013

TAMMY HUSSIN

By: /s/ Tammy Hussin
Tammy Hussin, Esq.
Lemberg & Associates, LLC
Attorney for Plaintiff Julie Benson